

CASCADE COUNTY

REQUEST FOR PROPOSALS FOR

INMATE COMMISSARY SERVICE

January 2020

**REQUEST FOR PROPOSAL FOR
INMATE COMMISSARY SERVICE
CASCADE COUNTY, MONTANA**

Project Title: Commissary Service, Cascade County, Montana

Issue Date: January 19, 2020

I. INTRODUCTION, BACKGROUND, & PURPOSE.

The Cascade County Sheriff's Office, hereafter referred to as "County," is initiating this Request for Proposals ("RFP") to solicit proposals from responsible and qualified firms interested in operating an Inmate Commissary Service at the Cascade County Adult Detention Center located at 3800 Ulm North Frontage Road, Great Falls, Montana 59404 for a minimum one (1) year term.

II. DEFINITIONS.

Definitions for the purpose of this RFP include:

- "COUNTY" means Cascade County in the State of Montana.
- "CONTRACTOR" means the individual or company whose proposal has been accepted by the County and is awarded a fully executed, written contract.
- "PROPOSAL" means a formal offer submitted in response to this solicitation.
- "RESPONDENT" means an individual or company that submits a proposal in order to attain a contract with the County.
- "REQUEST FOR PROPOSALS (RFP)" means a formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the respondent to suggest various approaches to meet the need at a given price.

III. SCOPE OF WORK AND SERVICES TO BE PROVIDED.

The Respondent must be willing and able to provide and deliver an inmate commissary service which includes an inmate accounting, commissary ordering and delivery solution that incorporates the specifications as stated below. The following are the features and specifications requested for the proposed service, but are not inclusive:

A. ORDERING PROCESS AND PROCEDURES

- The Contractor shall provide an Inmate Order Entry Solution with commissary order entry software to order commissary, fully integrated with the existing jail management software and hardware system(s) which is currently Zuercher Public Safety software.

- The Cascade County Detention Center operates 24 hours a day, 365 days a year. All work at the facility must be accomplished on days and at times least disruptive to the facility security and operations. Although subject to change based upon facility and operational needs and requirements, deliveries for commissary are expected to occur on Thursday of each week.
- The entire inmate population, which generally consists of 290-310 inmates, will be allowed to order commissary one (1) time per week, subject to maximum dollar limitations to be established by Cascade County. The electronic data of orders must be transmitted via the internet to Contractor's warehouse. Contractor will not be permitted to dial into the commissary computer(s) which shall be supplied by the Contractor as part of the Inmate Commissary Service.
- Provide proposed commissary menu with applicable pricing which shall be guaranteed for the initial contract term; pricing modifications subject to negotiation at time of contract renewal
- All commissary items must be pre-approved by Cascade County and compliant with Cascade County's safety and security mandates
- Deliveries must be via secured delivery and pre-bagged from contractor's warehouse for distribution to the inmate population by Contractor's staff.
- Contractor's system should prioritize orders from inmates with sufficient funds to cover the costs of their entire order and prohibit inmates without funds from placing commissary orders.
- Contractor's system should evaluate how to best utilize limited inmate funds so as to maximize the inmate's purchase ability given the fiscal limitations and provide the inmate with a list of such items which exceed the inmate's available funds. Unavailable items due to inmate restrictions, quantity limitations, etc. must also be identified for the inmate. Provide a sample master commissary sheet and inmate receipt detailing restricted and/or undelivered items.
- Provide a procedure, subject to Cascade County approval, for handling replacement of or reimbursement for outdated and/or defective items.

B. INMATE ACCOUNTING SYSTEM

- The Contractor shall provide an Inmate Accounting System, including inmate banking and commissary ordering software which will be used to facilitate the tracking of inmate funds and the inmate's location within the facility.
- The software, at a minimum, must meet the following requirements:

- Security protocols to limit accessibility to the vendors software by individual, group and the ability to authorize software access by terminal/workstation.
- Provide terminal/workstation internet browser based “view only rights”, to provide inmate information regarding past orders, and inmate account history.
- Track inmates who may be indebted and automatically track arrears, payment of fines, restitution, damage to facility property and other financial obligations. The system must be able to calculate and post such payments.
- Monitor all system activities including but not limited to: new entries, data changes, log in and log outs and releases.
- Allow (1) workstation to print checks to a networked check printer. Allow a debit card system to be used once inmates are released from the CCADC. Configuration for said workstation to the network printer must be achieved without user assistance.
- Ability to print “non-negotiable sample checks” to assist in the configuration changes and verification of print locations prior to the printing of a “live” check.
- The system must provide an on-line “money count” option to assist in the counting of each cash drawer at shift change/cash drawer closeout. The money count must be printable at any time during the shift for cash drawer verification purposes.
- Generate receipts for all deposits with the ability to automate the receipt numbering system.
- Deduct on-line from an inmates account of store order purchases.
- Post on-line credits for commissary orders, shortages, damages, and releases.
- Create various reports, including at least a Ledger Report for each inmate; reporting of individual inmate accounts on a monthly basis or entire incarceration to include all transactions (deposits and withdrawals); the ability to create reports; and provide recoverable/receivable reporting to include: inmates charged, paid, and due/outstanding amounts.
- Post deposits on-line and in real time, into an inmate’s account all window and mail deposits.
- Contractor shall provide and assume all costs for the integration with Zuercher for the electronic exchange of all pertinent inmate information required to operate the financial system. Integration with Zuercher is mandatory.
- Contractor must provide a timeline on the history of the development of their software to include, at a minimum: the date of the systems first introduction to the correctional industry; programmers who created the software and their current status within the company; current technical staff, job titles, phone numbers, experience, and duties; current ownership of the vendors software and who provides the customer service for and continuing enhancement of the software; a listing of all correctional facilities in the State

of Montana and surrounding states where the proposed software is utilized, inclusive of the names of contacts, phone numbers and a description of the utilization of the software at said facilities.

- Supply any necessary financial reports from the software which would meet the needs of the Cascade County.
- Training and Certification.
- The Contractor shall submit a training schedule that must include training staff on-site upon completion and implementation of Contractor's equipment. All training will be the sole responsibility of the Contractor.
- Provide all digital workstations necessary for processing commissary orders
- Provide all installation labor and parts directly associated with the installation of necessary equipment and software. Should damage occur the Contractor shall restore all existing equipment, surfaces, finishes, etc. to their original pre-existing condition.
- Obtain any and all permits, certifications, licenses, etc. required by all appropriate regulatory agencies for the work performed and for any equipment and software installed. It is the Contractor's responsibility to research permitting requirements and obtain any and all permits, certifications or other regulatory approvals and requirements prior to installation of equipment. This may include, but is not limited to, any engineered systems, building codes, electrical and network upgrades and improvements, construction permits and product warranties and/or certifications.

C. EQUIPMENT WARRANTY AND MAINTENANCE

- All equipment, including software, provided shall be warranted and maintained by the Contractor for the contract term, including all renewal terms.
- Contractor shall provide a list of all equipment to be provided, which shall be brand new and shall include on-line user manuals on all desktops utilizing the Contractor's software.
- Provide a 24-hour helpdesk with an 800-number manned by its employees. Contractor must provide said number in their response to this section and the staff assigned to monitor the helpdesk.
- All Cascade County inmate commissary information shall remain the property of Cascade County and upon termination of any awarded contract, Contractor shall provide all such data and information to Cascade County in an open format free of charge.

D. PRODUCTS/PRICING

- Contractor shall supply a complete detailed master list with pricing of all items, particularizing all sizes offered including ounce sizes and quantity counts (i.e. 3 oz chips, etc.), which shall be subject to County approval.

- Contractor shall ensure that only items included on the County approved commissary master list are available; Cascade County reserves the right to add, eliminate or restrict products on the commissary master list.
- Cascade County seeks security friendly commissary items to enhance security and timeliness of cell searches, which includes, but is not limited to, clear and resealable products for both food and hygiene products. Product quality will be considered for all items offered to the inmate population. The vendor shall note any security friendly items offered.

E. BILLING & COMMISSION

- Contractor shall supply a detailed billing at least once each month
- Commissions due Cascade County shall remain in the control of Cascade County at all times and shall be paid to Cascade County on Gross commissary Sales no more than 15% and no less than 13%.
- Credits for shortages/damages to inmate orders shall be inputted into the system for credit to the individual inmate account
- Contractor's system shall allow for on-line crediting where County staff may view the order in the computer, and credit said shorted/damaged products electronically. Credits shall be sent to the Contractor and be reflected on a separate invoice from the sale.

IV. PROPOSAL CONTENT.

All proposals should be concise and clear and should convey all the information requested by Cascade County. Emphasis should be on completeness and clarity of content.

It is requested the following section headlines are used in response to this RFP:

- Statement of Qualifications
- Understanding and Management of the System
- Treatment of the Issues
- System Implementation Schedule
- Cost
- Appendix

A. Statement of Qualifications.

Each Respondent must demonstrate its organization's competence, qualifications, and ability to perform the services requested in this RFP. Requested information shall include:

1. The business entity's legal name, address, and telephone number;
2. Proof of license to do business in the State of Montana and in good standing with the Montana Secretary of State or provide a commitment that it will become licensed in Montana within thirty (30) calendar days of being awarded the contract;
3. The principle(s) of the business entity, their experience and qualifications;
4. Identify the key individuals that will be assigned to Cascade County. List, for each individual, all relevant experience;
5. Description of the business entity's prior experience, including any similar services provided and location;
6. All responses shall include three (3) references that are currently using the system proposed.

Each Respondent must provide a copy of and maintain all necessary licenses, accreditations and certifications in accordance with the Montana laws, rules, regulations and ordinances.

B. Understanding and Management of the Project.

The Respondent shall address how the requirements will be satisfied as outlined in Section III, including providing the details on all deliverables, including the proposed system's make/model, features, dimensions, power requirements, options, upgrades, etc. Include information on the systems image storage capabilities along with expandable storage options. Submit a system brochure and specification sheets with your proposal response.

The Respondent shall provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Respondent should provide an organizational chart indicating lines of authority for personnel involved in performance of this potential contract, including who within the company will have primary responsibility and final authority for the work.

C. Treatment of Issues.

In this section, Respondent may comment on any of the issues within this RFP, including suggestions on alternative approaches, services, and/or technology offered.

D. Project Schedule.

Respondent must include a detailed implementation timeline with an estimated duration of the project from start to finish in their proposal.

E. Cost of Proposed Project.

All proposal responses should include detailed pricing information. Provide (locked-in) annual pricing for maintenance (preventative, parts, and labor). Pricing shall include all labor, parts, equipment, supplies, licenses, and freight/delivery, installation, training and travel expenses.

F. Appendix.

Respondent should include in the appendix any additional information or materials which may be helpful to explain or evaluate the proposal.

V. EVALUATION OF PROPOSALS

Evaluation of proposals will be conducted by the Cascade County Board of Commissioners, the Cascade County Sheriff's Office, and the Cascade County Attorney's Office. In reviewing and evaluating proposals, Cascade County will use the following evaluation factors listed below in the order of their respective importance:

1. Conformance to the requirements of this solicitation;
2. Qualifications and experience;
3. Capacity to perform the work;
4. Costs;
5. References; and
6. Past performance.

Each Respondent who submits a proposal may make an oral presentation to Cascade County to provide an opportunity for the Respondent to clarify the proposal and ensure mutual understanding. Respondents may NOT change their original proposal submission.

VI. BASIS FOR AWARD.

An award resulting from this RFP shall be awarded to the Respondent whose proposal is determined to be most suitable to furnish, deliver, and implement an inmate commissary based on the evaluation factors set forth herein.

VII. CONTRACTUAL REQUIREMENTS

The successful Respondent, hereafter referred to in this section as "Contractor," will be required to enter and sign a formal contract with Cascade County subject to the following terms and conditions:

A. Length of Contract.

The RFP shall become part of the contract and the contract will be in effective for the duration of a one (1) year contract period beginning from the date all parties sign the contract.

B. Background Checks.

This project requires access to multiple areas within the Cascade County Detention Center and access to confidential County information. As such, the successful respondent and associate personnel must pass a background check prior to the start of work and prior to access to the facility is allowed. The background checks will be completed by Cascade County and may include, but is not limited to, a reference check, criminal history check and active warrant check.

Further, Cascade County reserves the right to deny access to any employee on County property who is identified as a potential threat to the health, safety, security, and operational mission of the County and its public. Should access be denied, the successful respondent shall remove the employee immediately and replace the employee with a suitable substitute, as approved by the County, at no additional cost.

C. Location.

Contractor will be required to install its equipment and all respective accessories and software at the Cascade County Detention Center. Training may be conducted remotely and at the facility, as directed by Cascade County.

D. Minimum Contract Terms.

The agreement will contain, at a minimum, the following provisions:

1. Insurance and Workers' Compensation.

Contractor shall be required to maintain general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate. Contractor shall be required to provide professional liability insurance.

Contractor shall purchase and maintain automobile occurrence coverage with combined single limits for bodily injury, personal injury and property damage of five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) in aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor, and its employees, agents, representatives, successors, assigns or subcontractors.

In accordance with MCA §§ 39-71-401 and 39-71-405, Contractor agrees to provide workers' compensation insurance for its employees while performing work under this Agreement. Contractor shall provide proof of compliance in the form of workers' compensation insurance or documentation of corporate officer status and maintain such insurance or corporate officer status for the duration of the contract.

All insurance policies required must be from an insurance carrier licensed to do business in the State of Montana. Contractor agrees to furnish proof of required insurance to Cascade County prior to commencing work under this Agreement. Cascade County must be listed as an additional insured on the general liability insurance certificate for this Agreement unless otherwise specified by Cascade County.

2. Compliance with Laws and Non-Discrimination.

The Contractor agrees all hiring must be on the basis of merit and qualifications, and not discriminate against any person who performs work thereunder because of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin. Further, the Contractor agrees to comply with all federal, state, and local laws, rules and regulations, including but not limited to, the Americans with Disabilities Act.

3. Wage & Labor.

Pursuant to MCA § 18-2-401(11)(a), a “public works contract” is defined as “a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000.” **Contractor shall be required to determine if the scope of work and services provided herein constitute a public works contract, necessitating Montana resident preferences and prevailing wage rates which would apply to this work and Contract.** Contractor and any and all subcontractors at any level or tier of work shall give preference to the employment of bona fide Montana residents in the performance of the work and shall pay the standard prevailing rate of wages, including fringe benefits for health and welfare and pension contributions and travel allowance provision in effect and applicable to the County or locality in which the work is being performed (MCA § 18-2-403). At least 50% of the workers, as defined by the Department of Labor and Industry (DOLI), must be bona fide Montana residents (MCA §§ 18-2-401, 18-2-402). The Commissioner of the DOLI has established the standard prevailing rate of wages in accordance with MCA §§ 18-2-401 and 18-2-402. A copy of the rates entitled “State of Montana, Prevailing Wage Rates” are available online at Montana DOLI website at montana.gov. The Commissioner of the Montana DOLI has established the resident requirement in accordance with MCA § 18-2-409. The Contractor and any and all subcontractors at any level or tier of the work shall direct any and all questions concerning prevailing wage and Montana resident issues for all aspects of the work to DOLI. The Contractor and any and all subcontractors at any tier or level of the work, and as determined by the Montana DOLI, shall classify all workers in accordance with the State of Montana, Prevailing Wage Rates. In the even the Contractor is unable to classify a worker in accordance with these rates, it shall contact DOLI for a determination of the classification and the prevailing wage rate to be paid. **It is not the responsibility of Cascade County to determine who classifies as a subcontractor or any other persons involved in any aspect of the work at any tier or level.** All such determinations shall be the sole responsibility of the Contractor, subcontractor, or any other persons involved in the project at any tier or level. The Contractor is further required to maintain payroll records in a manner readily capable of being certified for submission under MCA § 18-2-423, for not less than three (3) years after the Contractor’s completion of work on the project. The Contractor is also required to post a statement of all wages and fringe benefits in a visible and accessible location in compliance with MCA § 18-2-423.

4. Choice of Law.

The Contractor and Cascade County agree that jurisdiction and proper venue exist in the Eighth Judicial District, Cascade County, Montana located in Great Falls, Montana. This Agreement will be construed under and governed by the laws of the State of Montana.

5. Taxes.

In the event the Internal Revenue Services ("IRS") should determine the Contractor is, according to IRS guidelines, an employee subject to withholding and social security contributions, Contractor shall acknowledge that all payments to Contractor are gross payments and Contractor is responsible for all income taxes and social security payments received prior to such IRS determination.

6. Termination of Contract.

This Agreement may be terminated by either party unilaterally by giving notice of termination in writing at least one hundred twenty (120) days prior to the date of the intended termination.

7. Records.

Contractor shall maintain sufficient records incidental to the performance of this Agreement to enable Cascade County to document the performance of the Agreement. Contractor shall allow access to those records by the Cascade County Sheriff's Office, the County Attorney's Office, and the County Auditor, any independent auditor employed by Cascade County and to representatives of the state or federal government. Records shall be retained for at least seven (7) years after expiration or termination of the Agreement.

8. Public Access to Information.

Contractor acknowledges that the County is a local government unit and its records are public and subject to disclosure under Montana law. Certain information may be protected from disclosure. Protected information includes information concerning an individual privacy interest, legitimate trade secrets and other constitutionally protected proprietary information and certain information relating to individual or public safety.

9. Sovereign Immunity.

Cascade County, and any of its respective divisions of local government, acting through the Cascade County Board of Commissioners does not waive governmental immunity by entering into this Agreement and specifically retains immunity and all defenses available to them as a local governmental entity under MCA § 2-9-111 and all other state laws.

10. Indemnification.

The Contractor shall defend, indemnify, and hold harmless Cascade County, its officers, agents, employees, successors, and assignees from all claims, liabilities, causes of action or judgments, including the costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of the Contractor, its employees, agents, successors, and assignees.

Cascade County shall defend, indemnify, and hold harmless Contractor, its employees, agents, successors, and assignees from all claims, liabilities, demands, cause of action or judgments,

including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of Cascade County, its officers, agents, employees, successors, and assignees.

11. Severability.

If any part of this Agreement is hereafter held to be void, illegal, or unenforceable, the validity of the remaining portions or provisions will remain in effect.

VIII. SCHEDULE.

The following outlines the proposed timing of responses; however, Cascade County reserves the right to modify the dates as necessary. Any changes will be issued in addendums to this RFP.

- January 19, 2020: RFP released on Cascade County website.
- February 3, 2020, 9:00 a.m. MDT: Non-mandatory pre-bid question and answer conference at the County Commission Sheriff's Office, 3800 Ulm North Frontage Road, Great Falls, MT 59404.
- February 5, 2020: Last day to submit written questions.
- February 7, 2020, at 5:00 p.m. MDT: Deadline for submission of six (6) hard copies of proposal plus one (1) electronic copy in .pdf or Microsoft Word file format.
- Week of February 10, 2020: Interviews with selected Respondents.
- Week of February 17, 2020: Approval and award of contract by the Board of County Commissioners.

IX. RESPONDENT'S INSTRUCTIONS.

- A. Respondents should direct all questions to:

Sheriff Jesse Slaughter or Undersheriff Cory Reeves
Cascade County Sheriff's Office
3800 Ulm North Frontage Road
Great Falls, MT 59404
(406) 454-6820

Email: jslaughter@cascadecountymt.gov
creeves@cascadecountymt.gov

- B. Respondents are only to direct questions in writing to contact list above. No contact is to be had with the Board of Commissioners.

- C. By February 7, 2020, at 5:00 p.m. MDT, proposals must be received in a sealed envelope marked on the outside with "RFP Inmate Commissary Service," and addressed to:

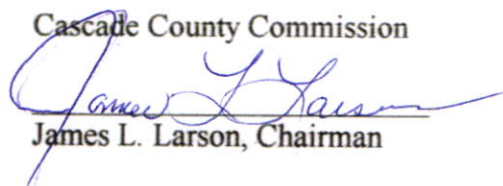
Sheriff Jesse Slaughter or Undersheriff Cory Reeves
Cascade County Sheriff's Office
3800 Ulm North Frontage Road
Great Falls, MT 59404

X. DISCLAIMERS.

- A. Cascade County reserves the right to reject all proposals, to negotiate individually with the proposers, and to select a respondent based upon the best interests of Cascade County, which best interests may be based exclusively upon pricing.
- B. Cascade County reserves the right to withdraw the RFP at any time at its sole discretion. Further, Cascade County reserves the right to amend the RFP to correct errors or oversights, or to supply additional information as shall become available, at any time prior to the opening of responsive submissions.
- C. Cascade County reserves the right to eliminate any mandatory, non-material specification or requirements that cannot be met by any of the prospective respondents.
- D. Cascade County reserves the right to request and require clarification at any time during the procurement process and/or require correction of mathematical or other apparent errors and/or to determine a respondent's compliance with the requirements of the RFP.
- E. This RFP does not commit Cascade County to the award of a contract, nor to pay any cost incurred in the preparation, submission or presentation of proposals in anticipation of a contract. Cascade County reserves the right to reject all proposals, portions of proposals or subconsultants/team members, to further modify the scope of work and/or negotiate further with respect to the proposal or to select the firm which in Cascade County's sole judgment provides the best overall proposal with respect to qualifications, experience, financial proposal and staffing abilities.
- F. Nothing in this RFP shall constitute or be construed to create a partnership or joint venture between Cascade County, its officers, employees, agents, representatives, successors, or assignees and the Respondent, its officers, employees, agents, representatives, successors, or assignees. Neither Respondent nor Respondent's employees shall be deemed to be employees of Cascade County.
- G. Proposals submitted in response to this procurement shall become the property of the County. All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed and executed by the parties; thereafter, the proposals shall be deemed public records.

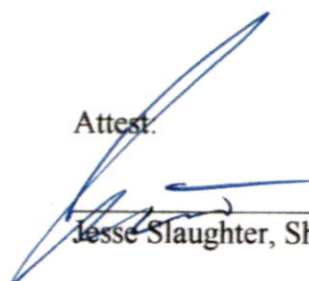
Request for Proposals for Inmate Commissary Service
Cascade County, Montana

Cascade County Commission



James L. Larson, Chairman

Attest.



Jesse Slaughter, Sheriff

Published: January 19 and 26, 2020.

END OF RFP